



COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

AMERICAN FEDERATION OF STATE, COUNTY  
& MUNICIPAL EMPLOYEES, AFL-CIO  
LAKES REGIONAL HEALTHCARE  
MOBILE INTENSIVE CARE SERVICE

AND

LAKES REGIONAL HEALTHCARE

JULY 1, 2006- JUNE 30, 2008

## INDEX

<u>Article</u> <u>Page</u>	<u>Subject</u>	
	Preamble	2
I	Intent and Purpose	2
II	Unit Certification	2
III	Definitions	2
IV	Grievance Procedure	3
V	Health and Safety	6
VI	Hours of Work and Overtime	6
VII	Seniority	7
VIII	Reduction in Staff Procedure	8
IX	Transfer Procedures	9
X	Leaves	9
XI	Paid Time Benefits/Short Term Disability Bank	12
XII	Insurance	15
XIII	In Service	16
XIV	Pay	17
XV	Evaluations	18

XVI	Dues Deduction	19
XVII	Duration of Agreement	20

## **PREAMBLE**

This Agreement made and entered into this 12<sup>TH</sup> day of JUNE, 2006, at Spirit Lake, Iowa, pursuant to the provisions of Chapter 20 of the Iowa Code, by and between the Lakes Regional Healthcare (hereinafter referred to as the Employer) and the Mobile Intensive Care Services represented by the American Federation of State, County and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO, (hereinafter referred to as the Union).

## **ARTICLE I**

### **INTENT AND PURPOSE**

1.1 The parties share the goal of providing the most efficient and highest quality health care services to the citizens of Dickinson County, Iowa, at a reasonable cost.

1.2 It is the intent of the parties to agree concerning wages, hours of work, and other conditions of employment, to promote orderly, peaceful, harmonious, and cooperative relationships between the Hospital, and its employees covered by this Agreement, and to provide for the health and welfare of the citizens of Dickinson County, Iowa, and to promote the prompt and efficient performance of work assigned to employees.

## **ARTICLE II**

### **UNIT CERTIFICATION**

2.1 On September 19, 1994, the Unit was certified by the Iowa Public Employment Relations Board in case number 5102 as the bargaining agent for certain Hospital employees.

Included: All regular full-time and regular part-time employees of the Lakes Regional Healthcare Mobile Intensive Care Services.

Excluded: All part-time (on-call), temporary, seasonal, supervisory, and others excluded by the act.

## **ARTICLE III**

### **DEFINITIONS**

3.1 A regular full-time employee is a permanent employee who has completed the probationary period and is regularly scheduled by the Hospital to work at least sixty-four (64)

hours per two-week pay period.

3.2 A regular part-time employee is a permanent employee who has completed the probationary period and who has worked seven hundred (700) hours or more, but less than one thousand six hundred and sixty-four (1,664) in any twelve (12) month period of time.

3.3 A permanent employee is one whose employment is intended to be permanent, rather than for a limited or temporary period or purpose.

3.4 A probationary employee is one who has not completed ninety (90) calendar days of continuous service with the Hospital as a full-time, part-time, or part-time (on-call) employee.

3.5 A temporary/seasonal employee is one whose employment is intended to be of a planned duration for less than four (4) months.

3.6 A part-time (on-call) employee is one who works less than seven hundred (700) hours in any twelve (12) month period of time.

3.7 An Iowa Emergency Medical Technician at the Intermediate level (EMT-I) is defined as those employees completing a 150-hour course and attaining and maintaining certification from the Iowa Department of Public Health Bureau of Emergency Medical Services.

3.8 An Iowa Emergency Medical Technician at the Paramedic level (EMT-P) is defined as those employees completing a 400-hour course and attaining and maintaining certification from the Iowa Department of Public Health Bureau of Emergency Medical Services.

3.9 An Iowa Paramedic Specialist (PS) is defined as those employees completing a 1,200-hour course and attaining and maintaining certification from the Iowa Department of Public Health Bureau of Emergency Medical Services.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

4.1 The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest level.

4.2 A grievance is defined as a timely filed claim by an employee covered by this Agreement or the Union, which alleges that there has been a violation of a specific provision of this Agreement by the Hospital.

4.3 An aggrieved employee shall have the right to a Union Representative appointed by the Union at all steps of the Grievance Procedure. Any bargaining unit employee shall have

the right to meet and adjust his/her individual complaint with the Hospital. The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization.

4.4 Should an employee or the Union claim a grievance, it shall be processed in the following manner:

Step One: An employee or the Union, who claims a grievance shall promptly attempt to resolve the grievance informally, but in no event later than seven (7) calendar days after learning of the occurrence upon which the grievance is based, by informal discussion with the appropriate department manager who is designated for this purpose by the Hospital. Within seven (7) calendar days of receipt of the verbal grievance from the employee or their Union Representative, the appropriate department manager will meet with the employee and the appropriate Union Representative at a mutually agreed upon location, time and date (with or without the aggrieved employee) and attempt to resolve the grievance. The department manager will answer the grievance and present the answer to the employee and his/her Union Representative within five (5) calendar days of its presentation.

Step Two: If the grievance is not settled in Step One and the grievant or the Union wishes to appeal the grievance to Step Two, the grievant or the Union will reduce the grievance to writing and submit it to the respective Vice President within ten (10) calendar days after receipt of the department manager's oral answer. The written grievance shall contain a statement of the relevant facts which it is based, the section or sections of this Agreement alleged to have been violated, the issue involved, the date the incident or violation took place, if known and the relief sought. The grievance shall be presented to the Division Manager (on forms furnished by the Union) and signed and dated by the Union. The Division Manager will meet at a mutually agreed upon location, time and date with the appropriate Union Representative (with or without the aggrieved employee) to discuss and attempt to resolve the grievance. Following this meeting the Division Manager will provide a written answer, on the grievance form and returned to the grievant and his/her Union Representative within seven (7) calendar days after receipt of the written grievance. Step Two answers shall be sent by either regular U.S. mail or hand-delivered.

Step Three: If the grievance is not settled at Step Two and the grievant or the Union wishes to appeal the grievance to Step Three, the written grievance shall be submitted to the President/CEO within ten (10) calendar days after receipt of the Vice President's written answer. Step Three appeals may be sent by either regular U.S. mail or hand-delivered to the President/CEO of the Lakes Regional Healthcare. The President/CEO will meet at a mutually agreed upon location, time and date with the appropriate Union Representative (with or without the aggrieved employee) to discuss

and attempt to resolve the grievance. Following this meeting the President/CEO will provide a written answer, on the grievance form and returned to the grievant and his/her Union Representative within ten (10) calendar days after receipt of the written grievance. Step Three answers shall be sent by either regular U.S. mail or hand-delivered.

Step Four: If the alleged grievance is not settled in accordance with the foregoing procedure, the Union may, only with the consent of the grievant appealed the grievance to arbitration within thirty (30) calendar days after receipt of the President/CEO's answer in Step Three. If the grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Step Three answer of the President/CEO of the Lakes Regional Healthcare without prejudice or precedent in the resolution of future grievances. This appeal to arbitration shall be sent to the President/CEO of the Lakes Regional Healthcare.

For the purpose of selecting an impartial arbitrator, the parties shall attempt to agree upon a neutral arbitrator. If the parties cannot agree upon an arbitrator within fourteen (14) calendar days following the receipt of the request for arbitration, they shall jointly request the Iowa Public Employment Relations Board to submit a panel of seven (7) arbitrators. If the panel submitted by the Public Employment Relations Board is unacceptable to either party, then either party may request, one time per party, a different panel of arbitrators from the Public Employment Relations Board. The parties shall alternatively strike the names of arbitrators on the panel until one (1) remains. This person shall be designated the "arbitrator". The parties shall flip a coin to determine who strikes first.

The arbitrator shall schedule a mutually convenient time and place to consider the grievance. It is understood and agreed that the arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from any terms of this Agreement, to substitute his/her discretion for that of the Hospital, or to make any decision contrary to or inconsistent with or modifying or varying in any way to applicable laws, rules or regulations. No liability shall accrue against the Hospital prior to the date of the filing of the grievance. The decision of the Arbitrator shall be based solely upon the interpretation of the meaning or application of the expressed terms of this Agreement and to the facts of the grievance being presented. The decision of the Arbitrator shall be written and final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above. The Arbitrator may hear no more than one (1) grievance per session, unless the parties mutually agree otherwise.

4.5 The expenses of the Arbitrator and expenses incidental to the arbitration shall be shared equally by Hospital and the Union. However, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. However, each party shall be responsible for the expense of its own representative and any other representatives or witnesses participating in the



## Arbitration.

4.6 Unless an authorized time is mutually upon, all alleged grievances shall be presented, discussed and processed during non-busy times with reasonable discretion and management will make themselves available at such times.

4.7 The time limits specified in this Article shall be strictly observed. If a grievance is not presented or processed within the time limits set forth, it shall be considered waived and the employee and/or the Union shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the Hospital's last answer and the grievant and/or the Union shall be barred from further pursuit of the grievance. The failure of the Hospital's specified representative to answer a grievance or appeal thereof within the specified time limit shall be deemed a denial of the grievance at that step and the grievance shall automatically be appealed to the next step in the Grievance process.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits. The parties, may by mutual agreement extend any of the time limits in the preceding steps.

4.8 The grievance procedure outlined in Article IV shall be the sole means by which a grievance may be processed.

## ARTICLE V

### HEALTH AND SAFETY

5.1 The Hospital shall make reasonable provisions for the health and safety of its employees. The Union and the employees will extend their cooperation to the Hospital in maintaining Hospital policies, rules, and regulations pertaining to health and safety. Employees shall promptly report any unsafe conditions to their immediate supervisor.

The Hospital agrees, if applicable; to comply with occupational safety and health standards and regulations as adopted by the Iowa Occupational Safety and Health Administration, U.S. Department of Labor, as well as all state and local agencies.

## ARTICLE VI

### HOURS OF WORK AND OVERTIME

6.1 The ordinary work period shall be forty (40) hours to be worked during a period of one (1) week, seven (7) consecutive days.

6.2 If an employee is required by the employer to work in excess of forty (40) consecutive hours in a work week, he/she will be paid one and one-half (1 1/2) times his/her regular rate of pay for all overtime hours so worked. The work week shall be a regularly reoccurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods. All time spent in pay status shall be regarded as hours worked for all employees for the purpose of computing overtime pay. Overtime may be required to meet the operational needs of the Hospital and members of the Union may be obligated by their manager to work beyond your scheduled time. All overtime is to be worked only when authorized by the department manager.

6.3 The Hospital will schedule in a reasonable manner so as to provide necessary time for rest and meal periods. Each employee will be entitled to two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute paid meal break for employees working an eight (8) hour shift. An additional fifteen (15) minute paid break will be given if an employee works a twelve (12) hour shift.

6.4 No employee covered by this Agreement shall exchange hours or days off with another employee without the expressed prior approval of the employee's supervisor.

## **ARTICLE VII**

### **SENIORITY**

7.1 The seniority of each employee covered by this Agreement will be determined by the number of "hours worked", in his/her job classification, calculated from the hire date or transfer into that job classification. Seniority will only include hours worked at Lakes Regional Healthcare.

7.2 Seniority and entitlement to benefits under this contract shall be determined based upon "hours worked." Hours worked shall mean all hours for which the employee is scheduled to work and is paid the regular rate of pay. Paid leave time is not included in computing "hours worked." Overtime hours worked are not included in computing "hours worked."

7.3 The seniority of an employee shall terminate upon termination of employment, upon discharge for just cause, upon failure to report back to work after a layoff, or failure to return from an authorized leave of absence within the required time limits. However, if an employee leaves work for any reason other than those listed above, the employee shall retain

his/her original seniority date for a period equal to his/her length of employment up to a maximum of one (1) year. Any period of absence of more than one (1) year shall represent a break in continuous service.

7.4 All benefits shall accrue from the hire date, but may not be used and will not be paid during the ninety (90) day probationary period. A probationary employee who fails to successfully complete the probationary period shall forfeit all benefits otherwise accrued. Upon successful completion of the probationary period, accrued PTB's may be used, subject to scheduling approval of the supervisor.

7.5 The Employer shall prepare and post on existing bulletin boards seniority lists as defined in this Article. The lists shall be updated once every three (3) months and contain each employee's name, job classification, seniority date and hours worked. A copy of the seniority list shall be furnished to the local Union at the time of posting. Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

## ARTICLE VIII

### REDUCTION IN STAFF PROCEDURE

8.1 When it becomes necessary to reduce the workforce, the following guidelines will apply:

Lakes Regional Healthcare recognizes the importance of length of service and will do all it can to respect this factor. Layoffs will be based on seniority and employee classifications.

As an employee, you may be temporarily reassigned to other jobs based on Hospital needs until a final decision can be made on a reduction of employees. Reassignment is subject to the approval of the department manager and administration.

8.2 At least two (2) week's notice will be given, prior to any layoff or hours reduction. Requests for voluntary layoff or hours reduction will be considered prior to the reduction. Probationary, part-time (on call), temporary/seasonal or regular part-time employees will be affected before regular full-time employees.

8.3 Temporary layoffs: When it is necessary to reduce the work force or reduce hours for seven (7) calendar days or less due to low activity or unforeseen hospital circumstances, you will be laid off based on seniority.

8.4 Recall Procedures: Any employee laid off shall be offered a position in the classification from which they were laid off, before a new employee may be hired for such position by the Employer enforcing the layoff. Laid off employees shall be recalled in inverse order of the layoff. The Employer shall maintain a list of employees who were laid off.

The Employer shall notify the laid off employee of the recall by certified mail to his/her last known address. Within seven (7) calendar days after receipt of recall notice, the employee shall inform the Employer of his/her intent to return to work or not. Within fourteen (14) calendar days after mailing of the recall notice, the employee shall report to work. Failure to return to work within fourteen (14) calendar days after mailing of recall notice shall cancel an employee's recall rights. Employees are responsible for supplying the Employer with their current address. Recall rights shall be limited to one (1) year from the effective date of layoff.

## ARTICLE IX

### TRANSFER PROCEDURES

#### PROMOTIONS

9.1 Whenever opportunities for promotion become available, first consideration is always given to our own employees, based on their qualifications, ability, efficiency, conduct, and performance evaluations. Openings on shifts and supervisory positions will be available to current employees. Notices of open positions will be posted on the bulletin board as soon as possible after occurrence.

9.2 Nothing herein shall apply to temporary transfers or transfers to a temporary vacancy.

9.3 In the event of a permanent voluntary transfer from one job classification to another, an employee shall be placed at the bottom of the job classification to which the employee transferred. This section shall not apply in the case of an employee transferring to the same job classification on another shift or area.

9.4 In order to provide a means whereby employees can make known their desires to change job classifications, or to change from part-time to full-time employment, or vice versa, and further to provide a means whereby the Hospital can be aware of such desires by its employees, it is agreed that any time any employee may give written notice of his/her desire to the Hospital. Such notice must contain the employee's name, current job classification, status and shift, the employee's qualifications and experience.

## ARTICLE X

### LEAVES

10.1 It is the responsibility of the employee to request in writing all leaves, including personal, family, medical, funeral, educational, or military leaves. The employee must also provide the necessary information regarding his/her request to his/her supervisor in order for their supervisor to review the information and make an informed decision, whether or not to approve the requested leave.

10.2 Compensation during leave of absence: All leaves may consist of a combination of Paid-Time-Benefit hours, Short Term Disability hours, and/or unpaid leave. The use of Paid-Time-Benefit hours and Short Term Disability hours will follow the PTB/STD Article, Article XI. If available, minimum levels of benefit time must be utilized to maintain the employee's

current job status.

### 10.3 Personal and Family/Medical Leave:

Eligibility requirements: After the 90-day probationary period, all employees are eligible for Personal leave. Hospital employees who have worked for at least one year and for 1,250 hours over the previous 12 months, are eligible for Family and Medical Leave Act (FMLA) leave. Employees not eligible for FMLA leave are able to use benefit time as Article XI, Paid-Time-Benefit and Short Term Disability outlines.

Reasons for taking FMLA leave: Leave will be granted for any of the following reasons:

- a. To care for the employee's child immediately after birth or placement for adoption or foster care.
- b. To care for the employee's spouse, son, daughter, or parent who has a serious health condition.
- c. For a serious health condition that makes the employee unable to perform the employee's job.

Advance notice and medical certification:

- a. The employee will provide thirty (30) calendar days advance notice when the leave is foreseeable.
- b. The Hospital may require physician's certification to support a request for Personal and/or FMLA leave because of a serious health condition and a fitness for duty report to return to work.

#### **Job benefit protection:**

- a. A manager can authorize time off up to thirty (30) calendar days for a Personal leave of absence. If a leave extends past thirty (30) calendar days, a written request for FMLA leave must be completed.
- b. If time is needed past thirty (30) calendar days, up to twelve (12) additional weeks of FMLA leave will be granted. FMLA leaves require a physician's certification and a FMLA leave of absence request approved by the department head and vice president. The employee's total FMLA leave entitlement will not exceed 12 weeks. After the expiration of FMLA leave, the employee's job is not guaranteed, however, the employee may apply for open positions in the hospital without the loss of seniority when the employee is able to return to work.
- c. For the duration of the FMLA leave, if the employee is covered under the group health plan, the hospital will maintain the hospital's portion of the employee's health coverage under the plan.
- d. Upon return from Personal and/or FMLA leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment

terms.

- e. The use of Personal or FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

10.4 Leaves of Absence Without Pay: Except as otherwise provided by this Article, employees may be granted leaves without pay at the sole discretion of the Employer for any reasons for a period up to but not exceeding one (1) year. Any employee granted a leave of absence without pay shall not accrue sick leave and vacation leave if said leave exceeds thirty (30) days. Time spent on any leave of absence shall not count as time worked for any purpose, including overtime compensation. Premiums for insurance normally paid by the Employer will be paid by the employee during the period of such leave, if the employee elects to continue coverage and if the period of leave exceeds thirty (30) days. This section is not subject to the Grievance procedure.

10.5 Bereavement Leave: A leave of absence with pay up to twenty-four (24) consecutive scheduled hours may be granted with the approval of the manager to a full-time employee in the case of death in the immediate family. Part-time employees may be granted, with the approval of the manager, eight consecutive hours of bereavement in the case of death in the immediate family. Immediate family is defined as: spouse, child, parent/guardian, brother/step-brother, sister/step-sister, grandparents/step-grand-parents, grandchild, parent-in-law, sister-in-law, brother-in-law, step-parent, step-child, daughter-in-law, son-in-law, foster child, or relative residing in an employee's home.

Additional days for bereavement would fall under the personal leave of absence policy or eligible Paid-Time-Benefit hours may be used.

10.6 Military Leave: Leaves of absence without pay are allowed for employees who are inducted into the Armed Forces of the United States under the Universal Military Training Act or under the Reserve Forces Act of 1955. Benefits and re-employment rights are in accordance with applicable laws. As a Lakes Regional Healthcare employee, you must request the military leave of absence by presenting a copy of your orders and giving full details of the nature of the military service.

10.7 Reserve and National Guard Duty: Lakes Regional Healthcare employees who are members of the Military Reserves/National Guard may request up to thirty (30) days paid leave annually for training with the Reserves/National Guard, and will retain all benefits during this period as allowed by the applicable rules of the insurance companies. If you are on Reserve or National Guard duty, you may elect to use Paid-Time-Benefit time during this period. As a hospital employee returning from extended active duty, you will be re-employed as provided by federal law.

10.8 Jury Duty: The Hospital believes jury duty is a civic responsibility that should be

accepted by every employee. The Hospital will not request that you be excused from jury duty unless your absence would impair Hospital operations. When you receive a jury summons, notify your manager so arrangements can be made for work assignments. Any employee on jury duty shall be provided leave with pay for such duty. Any fees or remuneration the employee receives during such leave shall be turned over to the Hospital, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked. When only a part-day is required for jury duty, you must contact the Hospital to determine the need for you to return for the remainder of the shift.

## ARTICLE XI

### **PAID TIME BENEFITS** **SHORT TERM DISABILITY BANK**

#### 11.1 Paid-Time-Benefit.

**Purpose:** Paid-Time-Benefit (PTB) hours provide the employee with paid time off from the job for vacation, illness, observance of holidays, and any other reasonable occasion.

**Paid-Time-Benefit** (PTB) hours allow the manager and the employee the flexibility and decision-making in scheduling time off to best meet the individual's and the Hospital's needs. Utilization of all Paid-Time-Benefit hours shall be scheduled and approved by the appropriate manager.

**Scope:** Each full-time, part-time, and part-time (on call) employee as defined in Article III is eligible for Paid-Time-Benefit hours.

**Accrual:** Paid-Time-Benefit hours begin accruing from the first day of work. Accrual is based on a maximum of seventy-six (76) hours per pay period for a employee working 1.0 Full-Time Equivalent (F.T.E.). An employee working less than 1.0 F.T.E will receive benefits on a pro-rata basis. Paid-Time-Benefit hours do not accrue on overtime hours worked or during a leave of absence without pay, except in cases of military leave and jury duty. The maximum number of Paid-Time-Benefit hours that can be accrued is four hundred and eighty (480) hours. When an employee reaches four hundred and eighty (480) hours, no more Paid-Time-Benefit hours will accrue until the balance is reduced.

#### **Permanent non-supervisory employees:**

<b><u>Length of Service</u></b>	<b><u>Time Accrued</u></b>	<b><u>Maximum Accrued Annually</u></b>	<b><u>Short Term Disability Time Accrued</u></b>	<b><u>STD Maximum Accrued Annually</u></b>
0 - 4 years	.0931 PTB	184 hours	.02312 STD hours	48 hours



(48 months)	hours for every 1 hour paid	23 (8-hour) days	for every 1 hour paid	6 (8-hour) days
4 - 9 years (49 - 108 months)	.1134 PTB hours for every 1 hour paid	224 hours 28 (8-hour) days	.02312 STD hours for every 1 hour paid	48 hours 6 (8-hour) days
9 -14 years (109 - 168 months)	.1336 PTB hours for every 1 hour paid	264 hours 33 (8-hour)days	.02312 STD hours for every 1 hour paid	48 hours 6 (8-hour) days

**Payment:** Paid-Time-Benefit hours are paid at the employee's normal salary rate.

A. Holidays recognized by Lakes Regional Healthcare:

New Year's Day  
Memorial Day  
July 4th  
Labor Day  
Thanksgiving Day  
Christmas Day

Note:

1. One (1) floating holiday is included in total number for Paid-Time-Benefit accrual.
2. Holidays are defined from midnight to midnight.
3. Employee's who work on any of the Hospital's recognized holidays will be paid one and one-half (1   ) times the employees regular rate of pay for all hours worked on the holiday.
4. Paid-Time-Benefits hours will be paid in no less than four per pay period.

**Illness or emergency:** In case of emergency or illness, the employee shall notify the manager as soon as possible, before the start of the shift unless the department is not open, in which case the employee will contact the person designated by the department.

**Sell back:** An employee who has and maintains a balance of at least 200 Paid-Time-Benefit hours is eligible to sell back hours in excess of 200 for cash once every 12 months. An employee may sell back up to 96 hours at 100% of the actual salary by completing a Request to Sell Back Paid-Time-Benefit form and submitting it to the appropriate manager for processing.

**Separation from Lakes Regional Healthcare:** Upon separation from the Hospital, an employee will be paid for the balance of eligible Paid-Time-Benefit hours at 100% of the actual salary, under certain conditions.

A. Satisfactorily completed three month review period.

B. If separation is made with proper notice to the manager (proper notice is a minimum of two weeks notice).

C. Settled to the satisfaction of Lakes Regional Healthcare any damage or financial loss incurred resulting from the employee's actions.

An employee who fails to complete the three (3) month review period will only be paid for 50% of Paid-Time-Benefit hours accrued but not taken if the separation is for disciplinary reasons or misconduct.

Upon death of an employee, any eligible Paid-Time-Benefit hours will be paid at 100% of the actual salary to the estate.

Legal tax deductions shall be made from Paid-Time-Benefit hours paid to an employee.

11.2 Short Term Disability: Short Term Disability hours will accrue at the rate of one-half day per month and will be placed in a separate Short Term Disability bank and may be used for personal long-term illness.

Utilization of Short Term Disability hours will commence after sixteen (16) hours of non-scheduled Paid-Time-Benefit has been paid. It will be necessary to utilize sixteen (16) Paid-Time-Benefit hours for each occurrence of illness before Short Term Disability hours may be paid.

Employees who are hospitalized on the first day of an illness will be eligible to go directly to their Short Term Disability bank, if available.

Upon termination (voluntary or non-voluntary), all hours in the individual's Short Term Disability are forfeited. Short Term Disability hours may not be sold back.

Work related injury: If an employee is off work because of a job-related illness or injury, the employee, if eligible, may use Paid-Time-Benefit hours for the first twenty-four (24) hours off work, equal to the number of hours the employee is normally scheduled to work.

Use of eligible Paid-Time-Benefit and Short Term Disability hours in the first twenty-four (24) hours is as follows:

The first sixteen (16) hours shall be paid through the Paid-Time-Benefits and the remaining number of hours the employee is normally scheduled to work shall be paid through the Short Term Disability, if available.

Paid-Time-Benefit hours can be used if the Short Term Disability is not sufficient.

If the employee is normally scheduled to work less than 16 hours, all hours shall be paid

through Paid-Time-Benefit.

If the employee is hospitalized as a result of a work-related illness or injury, Paid-Time-Benefit and Short Term Disability use in the first three (3) calendar days shall be as follows:

The first eight (8) hours shall be paid through the Short Term Disability, if available. Employees who do not have Short Term Disability hours may be paid for all hours normally scheduled to work in the first three (3) calendar days through eligible Paid-Time-Benefit.

On the fourth day and beyond, workers' compensation benefits, if approved, shall be paid according to the law at the time of injury, up to a maximum allowed by law. Employees eligible to use Paid-Time-Benefit and/or Short Term Disability hours may be paid an additional two (2) hours Paid-Time-Benefit or Short Term Disability per day to supplement his/her workers' compensation benefits.

Payment through Paid-Time-Benefit and Short Term Disability is by choice of the employee and is not automatic. Arrangements for use of Paid-Time-Benefit and Short Term Disability hours for payment for time off as a result of work-related illness or injury shall be made through the appropriate manager.

## **ARTICLE XII**

### **INSURANCE**

12.1 The hospital will pay the following per month to single health insurance for all full-time employees for contract year 2006-2007:

\$750 deductible	\$440.01
------------------	----------

The hospital will contribute the following per month to family health insurance for all full-time employees for contract year 2006-2007:

\$750 deductible	\$905.07
------------------	----------

The employee will pay 13% of the single premium or 31% of the family premium for contract year 2007-2008.

12.2 It is understood that admittance to a hospital and the course of treatment shall be left to the discretion of the patient union member and his/her physician.

12.3 The Hospital shall furnish and pay for term life for each eligible full-time employee, equivalent to one times their annual salary, up to a maximum of \$50,000.00

12.4 The Hospital shall maintain malpractice insurance on all employees covered by this Agreement, as covered under the Hospital's general liability policy. Amounts to \$2,000,000 per event.

12.5 Booklets outlining the insurance program will be made available to eligible employees.

12.6 The hospital will pay \$21.14 per month towards the single dental insurance premium for all full-time employees for contract years 2006-2007 and 2007-2008. The hospital will pay \$24.76 per month towards the family dental insurance premium for all full-time employees for contract years 2006-2007 and 2007-2008.

### **ARTICLE XIII**

#### **IN SERVICE**

13.1 Lakes Regional Healthcare will pay an employee for all job related training programs and meetings at which attendance is required by the Hospital.

13.2 Attendance at inservice programs may be designated as either voluntary or mandatory for various employees and departments. Off duty employees will be compensated at the appropriate rate of pay for time spent at mandatory programs and meetings.

13.3 All employees governed by Mandatory Continuing Education Laws will receive sixteen (16) hours of wages to attend an approved education programs. Authorization of an employee's attendance at an outside meeting must come from the employee's department manager. Part-time employees will receive four (4) hours pay at the regular rate to attend such continuing education training. Part-time (on-call) employees will not receive an education benefit.

13.4 The employer will pay for any job related training programs and meetings required by the employer as follows:

- a. Reimbursement of tuition or registration fees upon the presentation of receipts or other appropriate documentation.
- b. Up to eight (8) hours per day at the employee's regular hourly rate will be honored for attendance at each one (1) day meeting.
- c. Expenses for meeting including lodging and meals will be paid for when the employee turns in his/her receipts for expenses to the Hospital and a brief narrative of the meeting content with the employee's statement as to the value of the meeting or program to his/her job. Employees attending such meetings should be prepared to

share the information as part of the Hospital's inservice program.

- d. Mileage will be paid for at a rate of thirty one and one half cent (\$.315) per mile. When more than one employee attends the same program, mileage will be paid for the number of cars required to transport the employees attending.e. Any job related training programs must have the written approval of the employee's department head before attending.

## ARTICLE XIV

### PAY

14.1 Union members hourly wages will be as outlined in the wage matrix in 14.3.

14.2 Newly hired Union members will be given credit for like experience up to a maximum of 9,500 hours. New hired Union members hourly wages will be as outlined in the wage matrix in 14.3. The Hospital will notify the Union of the rate. Wage scale hours will accumulate for regular hours worked and holiday hours worked.

14.3 Union members Wage Matrix

Wages Effective July 1, 2006 through June 30, 2007.

Hours Worked	EMT-PS	EMT-P	EMT-I
0-1899	\$ 12.85	\$ 11.20	\$ 9.95
1900-3799	\$ 13.30	\$ 11.53	\$ 10.30
3800-5699	\$ 13.74	\$ 11.88	\$ 10.64
5700-7599	\$ 14.20	\$ 12.24	\$ 10.98
7600-9499	\$ 14.68	\$ 12.60	\$ 11.35
9500-11399	\$ 15.11	\$ 12.98	\$ 11.70
11400-13299	\$ 15.56	\$ 13.37	\$ 12.04
13300-15199	\$ 16.03	\$ 13.76	\$ 12.41
15200-17099	\$ 16.48	\$ 14.18	\$ 12.76
17100-18999	\$ 16.91	\$ 14.61	\$ 13.10
19000 and over	\$ 17.39	\$ 15.12	\$ 13.45

Wages Effective July 1, 2007 through June 30, 2008.

Hours Worked	EMT-PS	EMT-P	EMT-I
0-1899	\$ 13.36	\$ 11.65	\$ 10.35
1900-3799	\$ 13.83	\$ 11.99	\$ 10.71
3800-5699	\$ 14.29	\$ 12.36	\$ 11.07
5700-7599	\$ 14.77	\$ 12.73	\$ 11.42
7600-9499	\$ 15.27	\$ 13.10	\$ 11.80
9500-11399	\$ 15.71	\$ 13.50	\$ 12.17
11400-13299	\$ 16.18	\$ 13.90	\$ 12.52
13300-15199	\$ 16.67	\$ 14.31	\$ 12.91
15200-17099	\$ 17.14	\$ 14.75	\$ 13.27
17100-18999	\$ 17.59	\$ 15.19	\$ 13.62
19000 and over	\$ 18.09	\$ 15.72	\$ 13.99

14.4 Shift Differential: A shift differential will be paid to all employees working the evening or night shift. In addition to the specified regular straight time hourly rates, eligible employees covered by this agreement will continue to be eligible for all applicable differentials. Employees scheduled to work 12 hour shifts will receive the following shift differential for all hours worked:

Day Shift ( 7 a.m. to 7 p.m.):	\$0.30/hour
Night Shift ( 7 p.m. to 7 a.m.):	\$0.60/hour

14.5 Call-Time Pay: Certain hospital departments have established an on-call schedule to assure availability of personnel to provide for necessary services and for emergencies. As an employee placed on-call, you are eligible for on-call pay.

Five-minute response call pay:	\$5.15/hr.
Back-up call:	\$1.00/hr.

On-call status is defined as waiting to be paged by telephone or paging device for duty, if needed. On-call pay is a fixed rate per hour on-call. If an employee with scheduled on-call status is then called in to the hospital to provide service, the employee will receive one and one-half (1   ) times their regular rate of pay, with a minimum of one and one-half (1   ) hours guaranteed.

An employee required to have a five-minute response on-call will receive \$5.15 per hour for the designated first call time. Hours on-call shall not count toward nor be included in the calculation of overtime hours. If an employee on-call fails to respond to a call back during the designated standby period, said employee shall receive no compensation as provided by this section.

14.6 An on-call employee called to work will receive a minimum of one and one-half (1   ) hours of work or pay in lieu thereof. When called to work, time shall be compensated at the rate of one and one-half (1   ) times the employee's usual wage.

14.7 Longevity: The employer agrees to pay all regular full-time and part-time employees a longevity payment on his/her anniversary date, starting after the tenth year of service. The longevity payment shall be equal to the total years of service times fifty dollars (\$50.00).

## ARTICLE XV

### EVALUATIONS

15.1 Performance Appraisal System: To ensure all employees know and understand how they are performing their individual job, Lakes Regional Healthcare uses a performance



appraisal system. This system is reviewed and enhanced as needed on an annual basis. Employees will be inserviced to any changes in the performance appraisal system.

15.2 This system provides the opportunity for the employee and his/her manager to meet and discuss those issues, factors, and expectations which affect the daily performance of his/her job. Performance expectations are reviewed with the employee by his/her manager, and are derived from the job description and standards of performance for his/her position.

15.3 During the employee's 90-day probationary period his/her performance will be reviewed frequently, on an informal basis. Thereafter, his/her performance will be reviewed formally annually on or before July 1st. At the time of his/her performance appraisal, he/she will complete a self-assessment of his/her performance. The employee's manager will do a separate assessment of the employee's performance.

15.4 Completed appraisals are signed by the employee, his/her manager, and the appropriate administrative team member. The completed performance appraisal ultimately becomes a permanent part of your personnel file.

15.5 Each employee will be evaluated annually regarding his/her performance on or about July 1, of each year. An employee may pursue a grievance concerning the substance of an evaluation only if such evaluation is used by the Hospital in an attempt to deny the employee benefits, advancements, or continued employment. The time limits for grievance processing shall begin when the Hospital attempts to deny benefits, advancements, or continued employment to an employee; not when the evaluation is made.

## **ARTICLE XVI**

### **DUES DEDUCTION**

16.1 Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union, and fees for Union insurance programs.

16.2 Any member shall have the opportunity to terminate the contribution of dues with thirty (30) calendar days written notice to the Employer and the Union. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

16.3 Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the Employer. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social

security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

16.4 The Employer shall within fifteen (15) days from the pay date of such payroll deductions remit the amounts hereof showing the names, addresses and social security number of employees and amount of dues withheld to AFSCME/Iowa Council 61.

16.5 The Union shall indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

16.6 This Local shall be allowed to independently adjust their dues structures to meet local needs.

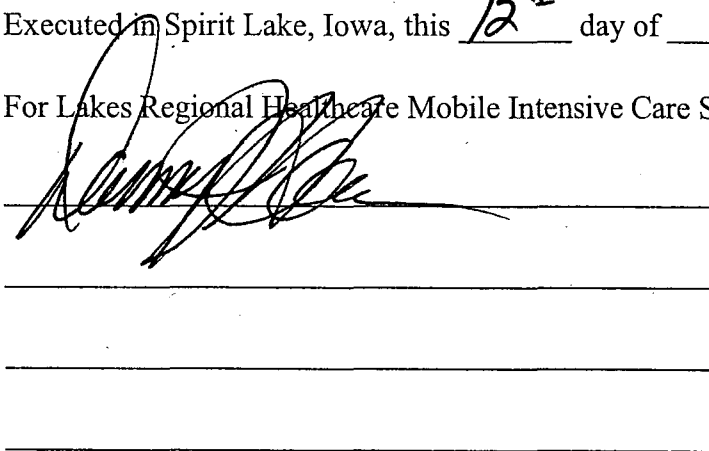
## ARTICLE XVII

### DURATION OF AGREEMENT

18.1 This Agreement shall be effective July 1, 2006, and shall continue through June 30, 2008.

Executed in Spirit Lake, Iowa, this 12<sup>th</sup> day of JUNE, 2006.

For Lakes Regional Healthcare Mobile Intensive Care Services Unit:



For Lakes Regional Healthcare:

